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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P. (COMM) 349/2017 & I.A. 10701/2017
TELECOMMUNICATIONS CONSULTANTS INDIA LTD
.....Petitioner

Through: Mr. Nikhilesh Krishnan,
Mr. Abhishek Bhushan Singh, Advs.

versus

HELOISE CONSTRUCTION PVT LTD
.....Respondent

Through: Mr. Vasu Bhushan,
Mr. Ashish Upadhayay, Advs.

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+ O.M.P. (COMM) 211/2018
M/S. HELOISE CONSTRUCTION PVT. LTD
.....Petitioner

Through: Mr. Vasu Bhushan,
Mr. Ashish Upadhayay, Advs.

versus

TELECOMMUNICATIONS CONSULTANTS INDIA LTD.
.....Respondent

Through: Mr. Nikhilesh Krishnan,
Mr. Abhishek Bhushan Singh, Advs.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

% **ORDER**
18.07.2025

1. These are petitions seeking to challenge the Arbitral Award dated 20.04.2017 passed in arbitration case No. ARB SKV-2015/13 i.e. M/s Telecommunications Consultants India Ltd. v. M/s Heloise Construction Pvt. Ltd.



2. M/s Telecommunications Consultants India Ltd. has challenged the partial rejection of some of its claims whereas Heloise Construction has challenged the allowing of partial claims as well as rejection of their counter claims.
3. Additionally, Heloise Construction has challenged the mandate of the arbitral tribunal on the ground that the learned arbitrator had been appointed as the sole arbitrator in 10 of the arbitration proceedings involving Telecommunications.
4. Both the learned counsels on instructions have stated that the award dated 20.04.2017 passed by the sole arbitrator may be set aside and the parties be remanded for fresh arbitration on the disputes between the parties.
5. The Hon'ble Supreme Court in **“Mutha Construction vs. Strategic Brand Solutions (I) Pvt. Ltd.”** SLP(Civil)No.1105/2022 and more particularly in paras 2 and 8 has held:-

“2. The dispute arose between the parties. Both the parties were in arbitration before the learned Sole Arbitrator, a retired Judge of the Bombay High Court. The learned Arbitrator passed an award dated 17.01.2018. Being aggrieved by the award, the petitioner preferred the Commercial Arbitration Petition No.511 of 2018 under Section 34 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act'). By Order dated 30.04.2019, the learned Single Judge by consent set aside the award and remanded the matter to the learned Sole Arbitrator to



pass a fresh reasoned award. The petition under Section 34 of the Act therefore was disposed of accordingly.

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8. Therefore, once it is held that the order dated 30.04.2019 was a consent order and the parties agreed to set aside the award and remand the matter to the Sole Arbitrator for a fresh reasoned award, the decisions relied upon by the learned counsel on behalf of the petitioner referred to hereinabove shall not be applicable and/or be of any assistance to the petitioner. The principle of law laid down by this Court in the aforesaid decisions would be applicable where the Appellate Court decides the application under Section 34 of the Act on merits. It is to be noted that even in a case where the award is set aside under Section 34 of the Act on whatever the grounds which may be available under Section 34 of the Act, in that case the parties can still agree for the fresh arbitration may be by the same arbitrator. In the present case both the parties agreed to set aside the award and to remit the matter to the learned Sole Arbitrator for fresh reasoned Award. Therefore, once the order was passed by the learned Single Judge on consent, thereafter it was not open for the petitioner to contend that the matter may not be and/or ought not to have been remanded to the same sole arbitrator.”



6. A perusal of the above shows that the Hon'ble Supreme Court was of the view that when both parties to the arbitration mutually consent to set aside the arbitral award and agree to remit the matter to the same Arbitrator for a fresh, reasoned award, such a course of action is legally permissible.
7. For the said reasons and with consent of parties, the award dated 20.04.2017 is set aside and the parties are referred to the sole Arbitrator with the following directions:-
- i) Justice Rajiv Shakdher (Retd. Chief Justice of High Court of Himachal Pradesh) (Mob. No. 9717495004) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open



- for adjudication by the learned arbitrator.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.
8. The Fixed Deposit be returned to the petitioner and/or its authorized nominee.
9. The present petitions are disposed of in the aforesaid terms.

JULY 18, 2025/AS

JASMEET SINGH, J